

ADDENDUM REGARDING PARMA, OH
INNOPRISE SOFTWARE

This Addendum ("Addendum") is made and entered into on ~~May-August~~ 31st, 2018 by and between N. Harris Computer Corporation d/b/a Harris ERP ("HARRIS") and City of Parma, OH ("Customer").

WHEREAS, Systems Consultants, Inc. (SCI) and Customer entered into a certain license and maintenance agreement dated December 1, 1999 (the "Agreement"); and

WHEREAS, on January 2, 2001, GEMS purchased certain assets of Systems Consultants, Inc.; and

WHEREAS, in December 2005, HARRIS purchased substantially all of the assets of and assumed certain liabilities of GEMS (the "Purchase and Assumption"), and HARRIS has succeeded to all of the rights, duties, and liabilities of GEMS under the Agreement; and

WHEREAS, in addition to the software, services and other items provided by HARRIS to Customer under the Agreement, Customer desires to order from HARRIS the Innoprise Financial and Payroll/HR Modules, Professional Services, maintenance services, and/or hardware as described in this Addendum to the Agreement ("Addendum").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby mutually promise, covenant and agree as follows:

1. The recitals above are made a part of the parties' agreement.

2. The following definitions shall apply to this Addendum:

(a) "Designated Computer System" shall mean the Customer's platform and operating system environment which is operating the Licensed Programs.

(b) "Licensed Program" or "Licensed Programs" shall mean program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including operating instructions and documentation provided by HARRIS to Customer, and including any such programs previously provided to Customer by Harris pursuant to the Agreement, and including all copies made by Customer.

(c) "Reimbursable Expenses" shall refer to the expenses for travel. Travel expenses include travel time spent by any HARRIS employee that begins when they leave the office to travel until they arrive at Customer's City and billed at \$75/hr. along with per diem expenses. Other charges including lodging, car rental, mail charges (including overnight courier service), and related expenses incurred by HARRIS in connection with rendering the maintenance services and any other services described in this Addendum will be billed as incurred and paid separately. Weekday per diem is billed at \$55/day. Weekend travel per diem is billed at \$110/day. These will be billed as used and occur.

3. Customer hereby orders from HARRIS, and HARRIS agrees to deliver to Customer, the Innoprise Finance and Payroll modules in a Cloud 9 environment (collectively, the "Innoprise ERP Applications") listed and described on Schedule A attached hereto, for the prices listed on Schedule A. HARRIS shall install the Innoprise ERP Applications on a Cloud9 environment. HARRIS agrees to render for Customer, and Customer agrees to accept from Harris, Professional Services associated with the Innoprise modules as described in Schedule B. Customer shall reimburse HARRIS for any Reimbursable Expenses incurred by HARRIS in connection with HARRIS' delivery, installation and maintenance of the Innoprise ERP Applications. HARRIS shall deliver invoices to Customer for amounts due under this Addendum by email, unless requested in hard copy, prior to the last day of the month. Customer shall pay Application Subscription fees (listed on Schedule A) upon go-live of the applicable Innoprise software modules. Professional service fees will be invoiced and are due as described in the Payment Schedule in Schedule A.

4. HARRIS grants to Customer and Customer hereby accepts a personal, non-exclusive, non-transferable right and license to use the software included in the Innoprise ERP Applications on the Designated Computer System. All Innoprise ERP Applications shall constitute a Licensed Program, and all of the terms of the Agreement applicable to the Licensed Program(s) shall also apply to the Innoprise ERP Applications, and are fully incorporated herein by reference. HARRIS may terminate the license granted under this Addendum upon default by Customer under any of the terms of the Agreement or this Addendum. The right to the use of said license is extended only while a paid subscription is in force.

5. HARRIS agrees to render for Customer, and Customer agrees to accept from HARRIS, maintenance services for the Innoprise ERP Applications. Such maintenance services shall be rendered during the same maintenance year previously established by HARRIS pursuant to the Agreement. The cost of maintenance services for the Innoprise ERP Applications is included in the annual Subscription fee (as listed on Schedule A attached hereto), which shall be included and payable along with Customer's payment of the maintenance fees for any other, non-Innoprise Licensed Programs as set forth in the Agreement. Subscription fees shall begin when customer is live on the applicable Innoprise software modules, and are subsequently due annually in advance.

Customer shall continue to pay the annual maintenance fees for the GEMS Applications, including first-party and third-party maintenance fees, until Customer is live on the Innoprise Applications specified in this Addendum. When Customer is live on the specified Innoprise Applications, and if applicable, HARRIS shall issue a credit to Customer for any unused days of prepaid first-party maintenance on the GEMS Applications, and shall apply such credit to the accordingly prorated annual subscription fees for the Innoprise Applications. HARRIS shall not issue a credit or refund for unused prepaid maintenance on third-party items.

The annual subscription fees for the Innoprise ERP Applications listed on Schedule A will increase as shown on Schedule A starting in ~~July-January~~ 2019 through the ~~July-December~~ 202~~32~~ renewal as long as the contract is signed by ~~June 30~~August 31, 2018. -By December 1, 202~~32~~, Customer and HARRIS will agree in writing upon a multi-year subscription pricing schedule for a duration of one to five years, to be effective ~~July-January~~ 1, 202~~43~~ via an Addendum to the Agreement. Future Addendums may be created to address subscription pricing in subsequent years.

6. HARRIS and Customer shall each have the same rights and remedies with respect to the maintenance services for the Innoprise ERP Applications as provided in the Agreement for all other maintenance services. Notwithstanding the foregoing, HARRIS may terminate the maintenance services for the Innoprise ERP Applications by giving at least three hundred sixty five (365) days' prior written notice to Customer or immediately upon written notice to Customer if Customer defaults in any of its obligations of the Agreement or this Addendum.

7. This Addendum shall be binding and inure to the benefit of the parties hereto, and to their respective successors and assigns.

N. HARRIS COMPUTER CORPORATION
d/b/a HARRIS

CITY OF PARMA, OH

By: _____
Bryce Harward, Executive Vice President

By: _____

Attest
By: _____

Attest
By: _____

(SEAL)

(SEAL)

Schedule A

Date of Issuance: ~~May-August~~ 31, 2018

Parma, OH		
Price Summary		
Expires 12/31/2018		
Description	Corresponding Schedule	One Time Cost
Software and Services		
Year One Application Subscription Fees	A	\$ 29,456
Professional Services*	B	\$ 174,080
Contingency to be used		\$ 20,000
Total Software and Services		\$ 223,536
Travel Estimation**	C	\$ 18,738
Annual Subscription Fee		
Year 2		\$ 30,928
Year 3		\$ 32,475
Year 4		\$ 34,098
Year 5		\$ 35,803
NOTES:		
* Does not include optional Land Sync, to automatically update Innoprise land database from a source database		
**Travel costs are intended as estimates. Harris ERP bills actual expenses only.		
<i>ALL PRICING IS PROPRIETARY AND CONFIDENTIAL</i>		

Modules Included in this pricing.

Application Software
Financial Management System
General Ledger
Accounts Payable
Budget Preparation
Purchasing/Requisitions Management
Fixed Assets
Central Cash Receipts
Central Cash Receipts
Human Resource Management System
Human Resources & Payroll
State Reporting
Applicant Tracking
Employee Self-Service
Interfaces - Innoprise only portion of the interface/Hardware not
Central Cash Receipts Credit Card (w/Innoprise Provider), inclusive of bill payment
Safety Timesheet interface- import
Time Keeping System - Kronos
WBD interface

Application Software
Financial Management System
General Ledger
Accounts Payable
Budget Preparation
Purchasing/Requisitions Management
Fixed Assets
Central Cash Receipts
Central Cash Receipts
Human Resource Management System
Human Resources & Payroll
State Reporting
Applicant Tracking
Employee Self-Service
Interfaces - Innoprise only portion of the interface/Hardware not provided
Central Cash Receipts Credit Card (w/Innoprise Provider), inclusive of bill payment
Firestation Timesheet interface- import
Time Keeping System - Kronos
WBD interface

Items below to be included in the contingency and fully vetted out during BPR. If Contingency funds are left over, customer can use them toward trainings etc. If items exceed hours in contingency a quote will be given.

Email notification on submission from CA (applicant tracking)

Workflow on items pushed to Dept manager- notification to Dept Managers also on applicants for positions open in their

Template form to have different attributes for positions based on type

different application form based on type of job

ability for employees to fill out incidents online via portal

Included in professional services already

Interface/extract for Safety Department Timesheets

Interface to WBD

Items to be included in contract but without charge

St. Lucie items called out from contract.

Payment Schedule:**A. Subscription Fees:**

1. On execution of this Agreement:\$29,456.00

B. Professional Services for all Software including Consulting and Training Fees:

1. On execution of this Agreement:

.....\$~~38,816.00~~~~48,520.00~~

2. On October 1, 2018.....\$~~38,816.00~~~~48,520.00~~

3. On November—December 1, 2018.....\$~~48,520.00~~~~38,816.00~~

4. On January—February 1, 2019.....\$~~48,520.00~~~~38,816.00~~

5. On March—April 31, 2019.....\$~~38,816.00~~

C. Recurring Fees:

The Annual Subscription for the above modules will increase as shown below

Year 2 (July 2019)	\$ 30,928
Year 3 (July 2020)	\$ 32,475
Year 4 (July 2021)	\$ 34,098
Year 5 (July 2022)	\$ 35,803

Schedule B

Date of Issuance: May 31, 2018

See the Statement of Work which is also required to be signed as part of this addendum.